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admitted without reference to hearsay rules. See THAYER, LEGAL ESSAYS, pp. 291 *et seq.*; 3 WIGMORE, EVIDENCE, §§ 1715, 1778-80; 28 HARV. L. REV. 299. The form of statement, therefore, whether narrative of a past event or explanatory of a present occurrence, is immaterial.

HOMESTEAD — EXEMPTION — REVIVAL OF JUDGMENT LIEN ON SALE OF HOMESTEAD. — The plaintiff had recovered a judgment against one who owned only a homestead constitutionally exempt from forced sale. Later the homestead was alienated and the plaintiff now attempts to enforce his judgment lien against the grantee. *Held*, that the property passed to the grantee free from any lien. *Gray v. Deal*, 151 Pac. 205 (Ok.).

There are two views as to the operation of a judgment lien on property exempt by statute from forced sale. In a few states it is held, as in the principal case, that the provision negatives the possibility of even a dormant lien so that the homestead may be conveyed free and clear. *Morris v. Ward*, 5 Kan. 239; *Green v. Marks*, 25 Ill. 221. This result is sometimes reached by a construction based on other statutes indicating this to be the legislative intent. *Lamb v. Shays*, 14 Ia. 567. The majority view, however, is that the lien attaches, though it is held in abeyance by the exemption statute, which grants only a personal right of exemption to the owner of the homestead. Thus the lien becomes active when the land is alienated. *Allen v. Cook*, 26 Barb. (N. Y.) 374. See *Norris v. Kidd*, 28 Ark. 485. The Oklahoma constitution provides that the homestead of the family shall be exempt from forced sale for the payment of debts. WILLIAMS, CONST., § 303. But a statute declares that judgments of courts of record shall be liens on the real estate of the debtor. GEN. STAT. OKL., § 5192. A strict construction of the exemption would not prohibit the attachment of the lien but only the final process or forced sale. Whether a court will make such a construction, or follow the rule of the principal case, depends, in the absence of any evidence of legislative intent, on the general attitude toward the policy of the exemption acts in the particular jurisdiction. *Morris v. Ward*, *supra*. Cf. *Norris v. Kidd*, *supra*.

INSURANCE — RIGHT OF BENEFICIARY — WHETHER RESERVED RIGHT TO CHANGE BENEFICIARIES GIVES INSURED RIGHT TO SURRENDER POLICY WITHOUT CONSENT OF BENEFICIARY. — A man in taking out a policy of life insurance reserved the right to change beneficiaries. Later, without the consent of the beneficiary, the insured surrendered the policy to the company, receiving consideration therefor. After the death of the insured the beneficiary sues the company on the policy. *Held*, that she may recover. *Roberts v. N. W. Nat'l Life Ins. Co.*, 85 S. E. 1043 (Ga.).

It is well settled that the beneficiary of an ordinary life insurance policy has a vested right to the amount to be paid. *Mutual Life Ins. Co. v. Allen*, 212 Ill. 134, 72 N. E. 200; *Washington Life Ins. Co. v. Berwald*, 97 Tex. 111, 76 S. W. 442. See 13 HARV. L. REV. 682. The same is true although the policy provides that on a certain condition another is to become beneficiary. *In re Peckham*, 29 R. I. 250, 69 Atl. 1002; *Lockwood v. Mich. Mutual Life Ins. Co.*, 108 Mich. 334, 66 N. W. 229. In these cases the insured has put the policy beyond his power of control. Even where the insured has reserved control through the right to change beneficiaries, some courts, as that in the principal case, hold that the right of the beneficiary is vested. *Holder v. Prudential Ins. Co.*, 77 S. C. 299, 57 S. E. 853; *Sullivan v. Maroney*, 76 N. J. Eq. 104, 73 Atl. 842. As the reservation of the right to change of beneficiaries certainly cannot be construed to include a right of the insured to surrender the policy, if the interest of the beneficiary is vested, it cannot be destroyed by an unconsented surrender. *Holder v. Prudential Ins. Co.*, *supra*. However, a vested right in the bene-

ficiary can exist only if the parties to the insurance contract intend that it should. As an insurer, by reserving to himself the right to determine the beneficiary, clearly shows an intent that no right shall vest in any particular person, the right of the beneficiary is not a vested one, and therefore the insured should be allowed to surrender the policy without the beneficiary's consent. *Equitable Life Assurance Soc. v. Stough*, 45 Ind. App. 411, 89 N. E. 612; *Hick v. North Western, etc. Co.*, 147 N. W. 883 (Ia.).

LANDLORD AND TENANT — REPAIR AND USE OF PREMISES — LANDLORD'S LIABILITY TO CUSTOMER OR GUEST OF TENANT FOR NEGLIGENT REPAIRS. — A shopkeeper requested his landlord to have an iron post erected in his shop, and in consideration of his rent not being raised, agreed to pay for the expense of the work. The work was negligently done by the landlord, and a customer was injured by the falling of the post. He now sues the landlord. *Held*, that he may recover. *Feeley v. Doyle*, 109 N. E. 902 (Mass.).

A landlord negligently repaired a hand rail, which at the request of the tenant he had gratuitously promised to repair. A social guest of the tenant was injured because of the defective rail. He now sues the landlord. *Held*, that he may not recover. *Thomas v. Lane*, 221 Mass. 447, 109 N. E. 363.

When a landlord has made repairs on the premises, it does not affect his liability to the tenant whether or not his prior agreement to make them was for a consideration. *Gill v. Middleton*, 105 Mass. 477; *Wertheimer v. Saunders*, 95 Wis. 573, 70 N. W. 824. Since neither a customer nor a social guest of the tenant is a party to the agreement, it is submitted that *a fortiori* the character of the agreement has no effect on the rights of either against the landlord. A customer is a business guest to whom the occupant is liable for injuries caused by defects in premises due to his negligence. *League v. Stradley*, 68 S. C. 515, 47 S. E. 975; *Kean v. Schoening*, 103 Mo. App. 77, 77 S. W. 335. Therefore where the defects are due to the landlord's negligence, the landlord is liable to the guest, as well if we consider his duty to be that of an occupant as if we consider it to be the general duty of care owed to a stranger. But to a social guest the occupant of the premises seems to owe only the limited duty which he owes to a licensee. *Southcote v. Stanley*, 1 H. & N. 247. See *Indermaur v. Dames*, L. R. 1 C. P. 274, 287; *Beard v. Klusmeier*, 158 Ky. 153, 156, 164 S. W. 319, 321. See BIGELOW, *TORTS*, 7 ed., § 741. *Contra*, *Barman v. Spencer*, 49 N. E. 9 (Ind.). Some *dicta* hold that for repairs made on the premises the landlord owes to the licensee only the duty that the occupant owes. *Barman v. Spencer*, *supra*. See *Malone v. Laskey*, [1907] 2 K. B. 141, 154. However, on the better view, a stranger who contracts with the tenant for repairs must use ordinary care toward a guest of the tenant. See 28 HARV. L. REV. 818. It is submitted that there is no reason why the landlord should not owe this same duty of care, and why he should not be liable in the second principal case.

LIMITATION OF ACTIONS — FRAUD — DISCOVERY — PRESUMPTION OF KNOWLEDGE OF DOCUMENT FROM READING. — The defendant, who was the plaintiff's confidential adviser, sold her a piece of land to which he had no title, and gave her a quitclaim instead of a warranty deed. The plaintiff read over the document, but failed to comprehend its character. On discovering the error seven years later she brings suit. The state statute of limitations bars actions for fraud not brought within two years after the discovery of the fraud. 1910 OKL. R. L., § 4657, c. 3. *Held*, that the plaintiff cannot recover because reading over the document is conclusive discovery of its contents. *Jones v. Woodward*, 151 Pac. 586 (Okl.).

A plaintiff in equity is not guilty of laches when he delays suit in reasonable ignorance of the fraud. *Phalen v. Clark*, 19 Conn. 421. See *Hovenden v.*